



MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Violet Varona-Lukens, Executive Officer  
Clerk of the Board of Supervisors  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Sheriff  
Chief Administrative Officer  
Auditor-Controller

At its meeting held August 29, 2000, the Board took the following action:

97

The following item was called up for consideration:

The Sheriff's recommendation to approve and instruct the Chair to sign agreement with Digital Biometrics, Incorporated, in amount not to exceed \$4,900,000, for equipment maintenance services for all existing and new livescan fingerprint equipment, accessories and peripherals for law enforcement prosecution, identification and investigation purposes, effective August 1, 2000 for a period of three years.

Commander Dave Betkey, Lieutenant Greg Morgan of the Sheriff's Department and Jon Fullinwider, Chief Information Officer, addressed the Board.

Supervisor Molina made the following statement:

"The approval of retroactive contracts is against stated Board policy and reflects poor contract management by County Departments. While emergency situations and protracted negotiations may burden the contracting process, all Departments know when their respective contracts expire and should adjust timelines accordingly."

(Continued on Page 2)

Syn. 97 (Continued)

After discussion, on motion of Supervisor Molina, seconded by Supervisor Knabe, unanimously carried, the Board took the following actions:

1. Adopted the Sheriff's attached recommendation;
2. Instructed the Auditor-Controller and the Chief Administrative Officer to:
  - a. Develop a specific protocol that includes an advance deadline for bringing contracts forward prior to their expiration date; and
  - b. Develop a specific process of accountability for department contract management and report back to the Board on September 12, 2000; and
3. Instructed the Chief Administrative Officer to reissue the Board's policy to not approve contracts submitted for Board approval with retroactive dates, unless extenuating or unforeseen circumstances exist.

4082900-97

Attachment

Copies distributed:

Each Supervisor  
County Counsel  
Chief Information Officer



LEROY D. BACA SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



August 10, 2000

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT FOR LIVESCAN FINGERPRINT EQUIPMENT  
MAINTENANCE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached Agreement with Digital Biometrics, Incorporated for equipment maintenance services for all existing and new Sheriff's Department livescan fingerprint equipment, accessories and peripherals, for a period of three (3) years, effective retroactively to August 1, 2000, for an amount not to exceed four million nine hundred thousand dollars (\$4,900,000).

**PURPOSE OF RECOMMENDED ACTION**

Approval of this Agreement will allow the Sheriff's Departments to secure continued maintenance of the Los Angeles County Regional Identification System (LACRIS) criminal identification livescan fingerprint system. Numerous County and local agencies rely upon the livescan system for law enforcement prosecution,

*A Tradition of Service*

C02852

SYN# 97

OF AUG 29 2000

The Honorable Board of Supervisors  
August 10, 2000  
Page Two

identification and investigation purposes. This Agreement is in the Fiscal Years 2000-2003 initiatives of the Sheriff's Business Automated Plan. The termination of the previous agreement with Digital Biometrics, Incorporated (DBI) requires tht the schedule be moved up to FY 2000-2001.

#### JUSTIFICATION

The Sheriff's Department maintains the world's largest network of criminal identification livescan fingerprint workstations. These workstations, known as tenprinters, are located in every full service Sheriff's and police station in Los Angeles County. The equipment is also used in the County and L.A. city jails, the courts, the juvenile detention facilities, as well as the District Attorney's office, and the Coroner's office.

The Sheriff's Department requires periodic equipment additions, as well as maintenance, to the LACRIS system. DBI is the only company capable of performing these tasks.

Over the past 7 years the Sheriff's Department has invested more than \$15 million in the current livescan network. DBI and the four major vendors of this technology maintain proprietary processing, which prohibits the inclusion of dissimilar components. DBI is a sole source vendor for the maintenance of tenprinters, palmprinters, remote/wireless capture devices, mug shot imaging and related peripherals, because maintenance of DBI's livescan equipment is not available from any source other than DBI. DBI has no third party equipment maintenance service providers.

The LACRIS system is interfaced with the Automated Justice Information System (AJIS), the Department of Justice Automated Fingerprint Identification System (AFIS), the Sheriff's Custody Division inmate management system, a



The Honorable Board of Supervisors  
August 10, 2000  
Page Three

mug shot imaging management system, and local agency record management systems.

Changes to these interfaced systems often require adjustments and updates to the LACRIS system.

#### **FISCAL IMPACT**

None. There will be no net County costs as all funding will be provided by the Remote Access Network (RAN) Board.

#### **FINANCING**

Maintenance services will be funded through the authority of the RAN Board, which administers LACRIS funds. The funding for this agreement has been approved by the RAN Board per the minutes of the RAN Board (Attachment 1) from the Board hearing held July 27, 2000.

#### **FACTS AND PROVISIONS / LEGAL REQUIREMENTS**

This Equipment Maintenance Services Agreement for livescan equipment with DBI is for a maximum term of three years. The previous agreement with DBI expired on June 14, 2000. The Internal Services Department (ISD) and the Sheriff's Department agreed that the option year of that contract should not be exercised, but instead a new contract, consistent with current County provisions and practices, should be initiated. Subsequent to the expiration of the previous agreement, the Internal Services Department issued a bridge

The Honorable Board of Supervisors  
August 10, 2000  
Page Four

services through July 31, 2000. The purchase order allowed for continuation of maintenance services by DBI, until a new contract could be negotiated and approved by your Board.

This Agreement requires that DBI grant the Sheriff's Department "most favored" status, guaranteeing the lowest prices for any service or maintenance.

DBI has agreed to participate in the Los Angeles County GAIN Participation Program. DBI has been notified of and is in compliance with the Los Angeles County Child Support Compliance Program. Verification has been made through the District Attorney Bureau of Family Support.

The Chief Information Officer has approved the agreement. County Counsel has reviewed and approved the agreement as to form, but notes that the Agreement is given retroactive effect contrary to Board Policy.

County Counsel concurs with the Sheriff's Department conclusion that Proposition A does not apply to this agreement, based upon the Sheriff's representations that it would be impossible for the Sheriff's Department to recruit maintenance personnel due to the following:

- The highly technical nature of the equipment to be maintained.
- DBI will not provide any firm/agency (government or otherwise) with the proprietary technical information/data that is essential for maintenance of their equipment.
- County does not have access or rights to DBI's proprietary technical information.

The Sheriff's Department has determined that Board approval of a retroactive agreement is necessary, although contrary to Board policy, because it is

C02855

The Honorable Board of Supervisors  
August 10, 2000  
Page Five

required to assure public safety and constant capability to recall fingerprint data, especially during the upcoming Democratic National Convention. This is a preferential way to deal with potential service gaps in the fingerprinting infrastructure of the County and Cities that rely on the Sheriff's Department. If any system failure occurs during the period between August 1, 2000 and your Board's approval, this could pose a serious risk to public safety County-wide.

#### **CONTRACTING PROCESS**

Digital Biometrics, Incorporated is a sole source vendor, as evidenced by the Sole Source Letter, addressed to the Internal Services Department, dated June 1, 2000. (Attachment 2)

#### **IMPACT ON CURRENT SERVICES**

This Agreement will ensure continued and uninterrupted equipment maintenance services for the Criminal Identification System Livescan fingerprint equipment.

C02856

The Honorable Board of Supervisors  
August 10, 2000  
Page Six

**CONCLUSION**


Upon approval by your Board, please return an adopted copy of this action and two originally executed copies of this Agreement to the Sheriff's Department for further processing.

Respectfully submitted,



LEROY D. BACA  
SHERIFF

Reviewed by:

  
JON W. FULLINWIDER  
CHIEF INFORMATION OFFICER  
(See Attached Analysis)

The Honorable Board of Supervisors  
August 10, 2000  
Page Seven

LDB:SRB:JAC:jab

c: Justice Deputies  
Violet Verona-Lukens, Executive Officer, Board of Supervisors  
Lloyd W. Pellman, County Counsel  
J. Tyler McCauley, Auditor-Controller  
Jon W. Fullinwider, Chief Information Officer  
Rochelle Goff, Departmental Analyst, Chief Administrative Office  
Sharon R. Bunn, Division Director, Office of Administrative Services  
Lee Davenport, Division Chief, Technical Services Division  
Marvin J. Dixon, Commander, Office of Administrative Services  
Lee McCown, Commander, Technical Services Division  
Greg Morgon, Lieutenant, Records and Identification Bureau  
Eva Snider, Assistant Director, Financial Programs Unit  
Tom Harwood, Manager, Contracts Administration Unit  
Chrono  
File  
(Digital Biometrics Incorporated Board Letter)

Local Cal-ID RAN Board  
Minutes of the July 27, 2000 Meeting

830A Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California

**MEMBERS PRESENT**

Robert Sypult

**ALTERNATES PRESENT**

Richard Popper (for Supervisor Zev Yaroslavsky)  
Lee McCown (for Sheriff Leroy Baca)  
Jim O'Brien (for Chief Frank Wills)  
Laura Johnson (for Chief Bernard Parks)  
Jason Lustig (for Gilbert Garcetti)

**GUESTS/OTHERS**

Mark Aguirre, Los Angeles County Sheriff's Department  
Maritta Aspen, Los Angeles Police Department  
Larry Bryant, Los Angeles County Sheriff's Department  
Beatriz Calderon, Los Angeles County Sheriff's Department  
Jim Hall, Chief Information Officer's Office  
Bernie Kammer, Los Angeles County Sheriff's Department  
Tim Lapisto, Los Angeles County Sheriff's Department  
Greg Morgon, Los Angeles County Sheriff's Department  
Allen Sypherd, Digital Biometrics, Inc.  
Kathy Vukovich, Los Angeles County Sheriff's Department

**STAFF**

Pam Stocksdales, LACRIS  
John Geiger, County Counsel

002659

I. CONVENE

The July 27, 2000, meeting of the Local Cal-ID RAN Board was called to order by Acting Chair Richard Popper at 2:35 p.m.

II. REVIEW/APPROVAL OF MINUTES

The minutes of the March 23, 2000, meeting were adopted as submitted (Moved by McCown and Seconded by Sypult).

III. REPORT ON THE TECHNICAL SUBCOMMITTEE

Mr. Richard Popper introduced Lieutenant Greg Morgon who reported on the tasks assigned to the Technical Subcommittee at the March 23, 2000, meeting.

D. Report on the progress of the County's Livescan Installation and the AJIS Interface

Livescan Installations

A total of 152 Livescan fingerprint workstations are in operation within the County. Of those, 103 are presently installed and operational at various booking locations, 41 have been installed at both municipal and superior courts, three at juvenile intake facilities, one at the Mira Loma Facility, and four Livescans are used for system development and training. One compact "CMS" unit is operating at the Coroner's Office. The District Attorney Investigator tenprinter is installed and operational. One training machine was placed in Court Services since the March report.

The demonstration Palm Printer, a tenprinter with "palm capture" on loan from Digital Biometrics Inc. (DBI), will be installed at the Sheriff's Inmate Reception Center for a six month demonstration project. It is anticipated that this project will demonstrate the feasibility of electronic capture, transmission, and storage of palm prints.

The California Department of Justice has proposed funding and procurement of Livescan tenprinters to facilitate fingerprinting juvenile offenders. As LACRIS has already provided tenprinters for juvenile custody and court facilities, with the exception of Inglewood Juvenile Court, Department of Justice has conceded these machines may be utilized at other booking locations. Lieutenant Morgon has tentatively agreed to accept five Livescans. One is intended for installation at Inglewood Juvenile Court; the remaining four will be utilized for development of Regional and Mobile Booking services at LACRIS agencies. The machines will be equipped for mug shots, for which

C02660

encumbered funding remains from the mug shot procurement. Our intent is to bring these machines on line as a resource prior to the Democratic National Convention.

The Livescan procurement, service and maintenance contract, for which we had anticipated the final year extension in June, was canceled through action of the Internal Services Department (ISD). The LACRIS team, Sheriff's Contracts Unit, Internal Services, and County Counsel are working diligently to urgently implement a series of instruments to provide uninterrupted service. The instruments consist of (1) an interim purchase order to provide maintenance for July, (2) a Board of Supervisors agreement for three years sole source maintenance, and (3) a sole source Internal Services procurement for Livescan hardware, software, and incidentals. The term of the ISD agreement is undetermined at this time.

The Technical Subcommittee has concurred that electronic applicant fingerprint transmissions from police agencies should be accommodated on the LACRIS network. The submission of applicant prints over the network presents no significant technical challenge if submitted by compatible Livescan machines. The LACRIS staff is working to accommodate those agencies desiring to submit applicant prints.

#### Livescan-AJIS Interface

The Livescan/AJIS Interface (LSI) bridges the Livescan tenprinters with Automated Jail Information System (AJIS) and provides data flow to other systems in use by Los Angeles County Sheriff's Department, Los Angeles Police Department, and DOJ. The LSI, initially "rolled-out" October 1, 1999, is fully operational at all booking sites, with the exception of Burbank Police Department. A persistent systems conflict with the local records management system is pending resolution. **(Update: As of today, Burbank Police Department is online and the new programming is undergoing testing.)**

#### B. Report on the Status of the Mug Shot Photo-Imaging

Mug shot capture is available at every tenprinter booking station in the County. With the exception of two sites, all are transmitting mug shots to the LACRIS database. Los Angeles Police Department's Foothill Division and Bell Gardens Police Department are completing site modifications to implement mug shot capture.

The Mug Shot Retrieval Program, by Imageware Corporation, a subcontractor of Digital Biometrics, provides a comprehensive mug shot

C 02861



digital imaging system. The System will provide interfaces to CCHRS, Cal- Photo, and allow easy access to mug shots and investigative functions at the remote sites of all Los Angeles County law enforcement agencies. Phase One, development of the database, program application, and interconnections is complete and operating. In addition to the complete CRIMES Program available at the ten Latent Input Terminal (LIT) sites, we rolled out the web-based product on July 1, 2000. The unlimited license permits every police investigator in the County to access the LACRIS mug shot database, and valuable investigative tools. It was completed in February. Phase Two, converting to an *Oracle* database, is expected later this year. We are preparing the Cal-Photo module in conjunction with the State and are ready to provide interfaces to CCHRS and LARCIS.

C. Report on the Status of the AFIS Procurement

Based on the Board's direction, Los Angeles County has exercised the optional purchase of the NEC Interim AFIS equipment at a cost of \$2.1 million. This permits continued access to the new California Department of Justice NEC AFIS 21 from remote terminals at both the LAPD and LASD Central Sites.

After substantial delay in the development of the DOJ AFIS 21, it appears the State is nearing completion of acceptance testing and establishing connectivity for the new generation latent workstation. NEC has scheduled installation of the terminals at LACRIS sites during the week of July 24, 2000, and training for the first two weeks of August. The fourteen latent workstations, at a cost of an additional \$1.53 million, replace the aging workstations at the ten Latent Input Terminal (LIT) sites throughout the County and the two central sites, in addition to establishing a new LIT for LAPD in the Valley and the Lancaster Sheriff's Crime Lab. This equipment, at a total cost of less than \$3.63 million, will provide basic identification service for LACRIS users via the DOJ System, and can be used for an indefinite period, until a local system is re-established and operable. (Update: At this time, the latent terminals have not been received, however NEC reports they will be installed prior to July 30<sup>th</sup>. Commander McCown directed these minutes note that NEC missed today's delivery date.)

In compliance with this Board's instruction, the LACRIS staff has drafted a Request for Proposals (RFP) for an enhanced Automated Fingerprint Identification System (AFIS) that will meet the Regional needs. The RFP is pending final review and is expected to be forwarded to County Counsel

C 02862

for review prior to the end of this month.

D. Report on the Status of the Consolidated Booking Slip Development.

The Livescan version of the Consolidated Booking Slip is now functional, Countywide, on LACRIS tenprinters. The laser printed form provides mug shots and fingerprints on the booking slip, facilitates inmate processing,

and security. Initial response from users has been very positive. This project is funded by Consolidated Booking funds.

E. Facsimile Machine Update

Twelve Muratec 2000 Facsimile machines were purchased and delivered as replacements for the aging NEC BIT IV Fax machines at the LIT and central sites. A second procurement for an additional 11 machines was initiated and is in process. The additional machines will be used at agencies who actively conduct latent fingerprint investigations. These fingerprint quality fax machines were procured at a cost of approximately \$2,500 per unit. We still continue to utilize a decreasing number of BIT IV's throughout the County. The Sheriff's Facility Maintenance Unit has agreed to provide service and support at no cost to LACRIS, however the obsolete machines are not being replaced and will be salvaged when irreparable.

IV. OTHER MATTERS

E. Countywide coordination of applicant Livescan services.

The LACRIS team has been participating as a technical advisor in assisting the Chief Information Officer and the Internal Services Department to procure and coordinate placement of County purchased Livescan machines intended for Human Resources applicant submissions. Developing standards of policy, procurement, deployment, and service will require strategic planning. With this Board's approval, LACRIS staff will continue providing staff expertise and liaison services in facilitating system development with public agencies in Los Angeles County. This service will be provided only to the degree that it does not interfere or degrade staff duties for criminal identification services.

**IT WAS MOVED (McCOWN), SECONDED (SYPULT), AND  
UNANIMOUSLY CARRIED TO APPROVE LACRIS STAFF'S  
CONTINUED PARTICIPATION IN PROVIDING STAFF EXPERTISE**

**C02863**

**AND LIAISON SERVICES TO THE CHIEF INFORMATION OFFICER  
AND INTERNAL SERVICES DEPARTMENT.**

- B. Request for Board authorization fund maintenance for five DOJ provided Livescan tenprinters.

California Department of Justice is providing five Livescan machines, intended to enhance submission of juvenile fingerprints. The Los Angeles County Regional Identification System will be responsible for funding

continued maintenance at a cost of approximately \$3,000 per year, per unit, for a total cost of \$15,000.

**IT WAS MOVED (McCOWN), SECONDED (O'BRIEN), AND UNANIMOUSLY CARRIED TO APPROVE THE EXPENDITURE OF MOTOR VEHICLE FUNDS , APPROXIMATELY \$15,000 PER YEAR, TO PROVIDE MAINTENANCE COSTS FOR THE FIVE DEPARTMENT OF JUSTICE PROVIDED LIVESCAN MACHINES.**

- C. Request for Board Approval to confirm the interim ISD maintenance purchase order for Livescan maintenance services.

This authorization simply documents Board approval of the Internal Services Department's issuance of a purchase order to Digital Biometrics Inc., to fund July maintenance, pending a Board of Supervisors Agreement. The single month's maintenance will cost approximately \$95,000.

**IT WAS MOVED (SYPULT), SECONDED (McCOWN), AND UNANIMOUSLY CARRIED TO APPROVE THE EXPENDITURE OF MOTOR VEHICLE FUNDS , APPROXIMATELY \$95,000, FOR THE ISSUANCE OF A "BRIDGE" PURCHASE ORDER TO DIGITAL BIOMETRICS INC., TO FUND JULY MAINTENANCE COST.**

- D. Request for Board Approval to initiate a multiple year, sole source Maintenance Agreement.

The unanticipated cancellation of the Digital Biometrics Inc., contract requires initiation of a new maintenance agreement. The Sheriff's Department, as agent for LACRIS, will request a three year Board of Supervisors agreement with a maximum contract price of less than \$5 million.

C 02864

IT WAS MOVED (JOHNSON), SECONDED (O'BRIEN), AND UNANIMOUSLY CARRIED TO APPROVE THE EXPENDITURE OF AFIS FUNDS , APPROXIMATELY \$5 MILLION, FOR THE INITIATION OF A NEW DIGITAL BIOMETRICS INC., MAINTENANCE AGREEMENT.

- E. Request for Board Approval to authorize initiation of a sole source procurement for Livescan services.

The unanticipated cancellation of the Digital Biometrics Inc., contract requires initiation of a new procurement agreement for Livescan hardware, software, service, and incidentals. This authorization will permit the

Sheriff, as agent for LACRIS, to take necessary action to provide for such procurement through the Internal Services Department.

IT WAS MOVED (SYPULT), SECONDED (McCOWN), AND UNANIMOUSLY CARRIED TO APPROVE THE EXPENDITURE OF AFIS FUNDS FOR THE INITIATION OF A NEW DIGITAL BIOMETRICS INC., PROCUREMENT AGREEMENT FOR LIVESCAN HARDWARE, SOFTWARE, SERVICE, AND INCIDENTALS.

- F. Request for Contingency Funding for Livescan Services.

Due to the unanticipated cancellation of the Digital Biometrics Inc. contract, and the uncertainty that the necessary contract(s) will be negotiated and executed prior to exhaustion of the interim maintenance agreement, it is requested the Board approve a contingency expenditure of up to \$300,000 for maintenance, goods, and services. Such expenditures would be completed through execution of County purchase orders and fully reported by Lieutenant Morgon.

IT WAS MOVED (JOHNSON), SECONDED (McCOWN), AND UNANIMOUSLY CARRIED TO APPROVE THE EXPENDITURE OF AFIS FUNDS , APPROXIMATELY \$300,000, TO SET UP A DIGITAL BIOMETRICS, INC., CONTINGENCY EXPENDITURE ACCOUNT FOR MAINTENANCE, GOODS, AND SERVICES.

#### NEW INSTRUCTIONS

Pursuant to the Board's directives, the Technical Subcommittee will:

- a. Report on the status of the Livescan contracts, agreements, and necessary expenditures;
- b. Report on the status of the Livescan network, installations, and

C02665

enhancements;

- c. Report on the status of mug shot photo-imaging;
- d. Report on the status of the AFIS procurement; and,
- e. Report on the status of the Consolidated Booking Slip project.

Captain Mark Aguirre was introduced as the new representative on the Local Cal-ID RAN Board for Sheriff Leroy Baca.

#### V. ADJOURNMENT

There being no further business, the meeting was adjourned at 3:45 p.m. The next meeting is scheduled for September 28, 2000.

C02866





LEROY D. BACA, SHERIFF

County of Los Angeles  
 Sheriff's Department Headquarters  
 4700 Ramona Boulevard  
 Monterey Park, California 91754-2169



June 1, 2000

Hip Lui, Division Manager  
 Internal Services Department  
 Purchasing and Central Services  
 1100 North Eastern Avenue  
 Los Angeles, California 90063

Dear Mr. Lui:

The Los Angeles County Sheriff's Department, through proprietorship of Los Angeles County Regional Identification System (LACRIS), maintains the world's largest network of criminal identification livescan fingerprint workstations. The 152 livescan devices, known in the industry as *tenprinters*, are located at every Sheriff's station, police station, jail reception facility, and all but three of the courthouses in the County. Tenprinters are also installed at the Los Angeles County Coroner's Office and the District Attorney's Office.

The livescan network consists exclusively of Digital Biometrics Incorporated, (DBI) tenprinters, printers, and peripheral equipment purchased under an Internal Services contract awarded through competitive bid in 1993. This contract expires June 14, 2000, with an additional optional year extension available through 2001. Based on the recommendation of both Sheriff's Contract Unit and County Internal Services Department, it is desirable to initiate a new contract that is consistent with current contracting provisions and practices of Los Angeles County, rather than extend the old contract.

The livescan network, which underwent a significant upgrade in 1999 to accommodate newly configured tenprinters and provide digital mug shot imaging, is a dynamic system that is compelled to evolve as technology permits new generation hardware, software, and processing. Our current *state of the art* livescan network represents an investment of over fifteen million dollars in the past seven years. The network is interfaced with the Automated Jail Information System (AJIS), a mug shot image management system, the

*A Tradition of Service*

C02667

May 30, 2000

Custody Division inmate management system, local agency record management systems, and the Department of Justice Automated Fingerprint Identification System (AFIS). System Development resulting in any change or modification of the interfaced systems further impacts the configuration of the livescan network. These changes, which are outside our control, require on-going development and alteration to our system. Criminal identification requirements further influence evolution of the system with new functions and processes. Within the next year, we expect to enhance our tenprinters to permit capture and transmission of complete palm prints; transmission of applicant prints and wireless transmission of fingerprints and photo images for criminal identification.

The basic functionality of the livescan tenprinters permits the digital image capture and electronic transmission of fingerprints, booking information, and digital booking photos to the central sites located at either the Sheriff's Records and Identification Bureau or the Los Angeles Police Department's Records and Identification Division. The capture, transmission, storage, and processing of the images and data within the network include highly sophisticated and proprietary functions. Although national standards exist to require final production of a uniform electronic package, DBI, and each of the four major livescan vendors maintain unique proprietary processing that prohibits inclusion of dissimilar livescans or components within our network.

The continued operation of the livescan network, including system enhancements, interface requirements, new processing requirements, and demand for additional workstations necessitates retention of Digital Biometrics Inc., as the Sheriff's Department sole source vendor. The sole source would include procurement of livescan tenprinters, palmprinters, remote/wireless capture devices, mug shot imaging, and related peripheral equipment, including transaction controllers, printers, and processing equipment. Anticipated expenditures for new equipment and upgraded components and software from Digital Biometrics Inc., will be approximately two million dollars per year of this contract. The purchases will be funded through the authority of the Remote Access Network (RAN) Board, which administers LACRIS funds.

A four year contract, ideally commencing June 14, 2000, with the option of a minimum of two single year extension periods is requested. If the June 14 date is not practical, a contract initiation date on or about July 1, 2000, will permit our uninterrupted service delivery to the client agencies of LACRIS and the citizens of Los Angeles County.

The Sheriff requests the contract with Digital Biometrics Inc., include:

- Guaranteed "most favored" low price for any component purchase, service, or maintenance.

May 30, 2000

- Guaranteed 30 day delivery of products or right to cancel that particular order.
- Six month warrantee based on approved acceptance of installed product.
- No cost upgrades to each "type of transmission" (TOT) to maintain compliance with California Department of Justice requirements.

A sole source agreement with Digital Biometrics Inc., will be augmented with a "stand alone" Los Angeles County Internal Services Department maintenance agreement with Digital Biometrics Inc. It is requested that the independently negotiated maintenance agreement be initiated immediately and renewable yearly for a minimum of six years.

I appreciate your rapid response to this request and impress that time is of the essence. Lieutenant Greg Morgon, Records and Identification Bureau, LACRIS Unit, phone number (562) 465-7868, may be contacted for additional information and coordination.

Sincerely,

LEROY D. BACA, SHERIFF



LEE A. DAVENPORT, CHIEF  
TECHNICAL SERVICES DIVISION

002669



## CIO ANALYSIS

### APPROVAL OF AGREEMENT WITH DIGITAL BIOMETRICS, INCORPORATED (DBI) FOR LIVESCAN FINGERPRINT EQUIPMENT MAINTENANCE SERVICES

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )

The Sheriff's Department is requesting your Board's approval of a Sole Source Agreement with Digital Biometrics, Incorporated (DBI) for equipment maintenance services for all existing and any new Sheriff's Department livescan fingerprint equipment, accessories and peripherals for a period of three (3) years, for an amount not to exceed \$4,900,000.

Approval of this Agreement will allow the Sheriff's Department to secure continued maintenance of the Los Angeles County Regional Identification System (LACRIS), criminal identification livescan fingerprint system. Numerous County and local agencies rely upon the livescan system for law enforcement, prosecution, identification and investigation purposes.

The Remote Access Network (RAN) Board approved the funding for this Agreement per their minutes of the July 27, 2000 meeting. There is no Net County Cost.

This Agreement is in the Fiscal Years 2000-2003 Strategic Initiatives of the Sheriff's Business Automated Plan. The Sheriff, however, omitted the contract from their contracts inventory. The expiration of the previous agreement with DBI on June 30, 2000 requires a new Agreement be established during FY 2000-2001. The current LACRIS livescan network has no maintenance agreement in place as of this date.

My office recommends your Board's approval of this agreement, but notes that this constitutes a retroactive Agreement, contrary to your Board's policy.

#### Background:

The Sheriff's Department has invested more than \$15 million in the LACRIS livescan network over past 7 years. The LACRIS livescan network is interfaced with the Automated Justice Information System (AJIS), the California Department of Justice Automated Fingerprint Identification System (AFIS), the Sheriff's Custody Division inmate management system, a mug shot imaging management system, and local agency record management systems.

C02870

Current California state law requires LACRIS livescan network equipment to be maintained and operational to fingerprint prospective employees and criminal suspects. Also, an authorized vendor must maintain the equipment such that the Federal Bureau of Investigation (FBI) certification for the equipment remains intact.

The maintenance of DBI's livescan equipment by County staff is not an option and DBI does not have authorized third party equipment maintenance service providers. As a result, Internal Service Department has qualified DBI as a sole source vendor for the maintenance of tenprinters, palmprinters, remote/wireless capture devices, mug shot imaging and related peripherals existing within the LACRIS livescan network.

**CIO Concerns: None (as appropriate)**

**CIO Recommendations: None (as appropriate)**

My office supports this action and recommends approval by the Board.

P:\Drafts\DBI Maintenance Agreement CIO Analysis.doc

C02871



**AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**DIGITAL BIOMETRICS, INC.**  
**FOR**  
**EQUIPMENT MAINTENANCE SERVICES**

# AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 <u>PURPOSE</u> .....	1
2.0 <u>APPLICABLE DOCUMENTS</u> .....	2
3.0 <u>DEFINITIONS</u> .....	2
3.1 <u>CAL-ID</u> .....	2
3.2 <u>Contract Sum</u> .....	2
3.3 <u>Day(s)</u> .....	2
3.4 <u>Effective Day</u> .....	2
3.5 <u>LACRIS</u> .....	3
3.6 <u>RAN Board</u> .....	3
4.0 <u>ADMINISTRATION OF AGREEMENT – COUNTY</u> .....	3
4.1 <u>COUNTY's Project Director</u> .....	3
4.2 <u>COUNTY's Project Manager/Task Supervisor</u> .....	3
5.0 <u>ADMINISTRATION OF AGREEMENT - CONTRACTOR</u> .....	4
5.1 <u>CONTRACTOR's Project Director</u> .....	4
5.2 <u>CONTRACTOR's Project Manager</u> .....	5
5.3 <u>Approval of CONTRACTOR's Staff</u> .....	5
5.4 <u>Reporting by CONTRACTOR</u> .....	6
6.0 <u>WORK</u> .....	6
6.1 <u>General Obligations of CONTRACTOR</u> .....	6
6.2 <u>Replacement of CONTRACTOR Personnel</u> .....	7
6.3 <u>Approval of CONTRACTOR's Work</u> .....	7
6.4 <u>Working Hours</u> .....	8
6.5 <u>Work Locations</u> .....	8
6.6 <u>COUNTY Furnished Items</u> .....	8
6.7 <u>Transportation Expenses</u> .....	8
7.0 <u>CHANGES AND AMENDMENTS</u> .....	8
7.1 <u>Entire Agreement</u> .....	8
7.2 <u>Agreement Changes</u> .....	9
7.3 <u>Facsimile Signatures Acceptable</u> .....	9
8.0 <u>TERM</u> .....	9

9.0	<u>CONTRACT SUM</u> .....	10
9.1	<u>General</u> .....	10
9.2	<u>CONTRACTOR Liability for Taxes</u> .....	10
10.0	<u>INVOICES AND PAYMENTS</u> .....	10
11.0	<u>PAYMENT PROVISIONS</u> .....	11
12.0	<u>PROHIBITION AGAINST ASSIGNMENT AND DELEGATION</u> .....	12
13.0	<u>WARRANTY AGAINST CONTINGENT FEES</u> .....	12
14.0	<u>INDEPENDENT CONTRACTOR STATUS</u> .....	12
15.0	<u>SUBCONTRACTING</u> .....	13
16.0	<u>INDEMNIFICATION AND INSURANCE</u> .....	14
16.1	<u>Indemnification</u> .....	14
16.2	<u>General Insurance Requirements</u> .....	15
16.2.a	<u>Evidence of Insurance</u> .....	15
16.2.b	<u>Insurer Financial Ratings</u> .....	15
16.2.c	<u>Failure to Maintain Coverage</u> .....	16
16.2.d	<u>Notification of Incidents, Claims or Suits</u> .....	16
16.2.e	<u>Compensation for County Costs</u> .....	16
16.2.f	<u>Insurance Coverage Requirements for Subcontractors</u> .....	16
17.0	<u>INSURANCE COVERAGE REQUIREMENTS</u> .....	17
17.1	<u>General Liability</u> .....	17
17.2	<u>Automobile Liability</u> .....	17
17.3	<u>Workers Compensation and Employers' Liability</u> .....	17
18.0	<u>RECORDS AND AUDITS</u> .....	17
19.0	<u>PUBLICITY</u> .....	18
20.0	<u>PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION</u> .....	19
21.0	<u>WARRANTIES</u> .....	19
22.0	<u>COMPLIANCE WITH APPLICABLE LAW</u> .....	20
23.0	<u>FAIR LABOR STANDARDS</u> .....	20
24.0	<u>NONDISCRIMINATION IN EMPLOYMENT</u> .....	21

C02874

25.0	<u>EMPLOYMENT ELIGIBILITY VERIFICATION</u> .....	22
26.0	<u>CAPTIONS AND SECTION HEADINGS</u> .....	22
27.0	<u>WAIVER</u> .....	22
28.0	<u>GOVERNING LAW, JURISDICTION AND VENUE</u> .....	23
29.0	<u>SEVERABILITY</u> .....	23
30.0	<u>CONTRACTOR HIRING</u> .....	23
30.1	<u>Consideration of Hiring COUNTY Employees</u> .....	23
30.2	<u>Prohibition Against Inducement or Persuasion</u> .....	23
31.0	<u>TERMINATION FOR GRATUITIES</u> .....	23
32.0	<u>TERMINATION FOR INSOLVENCY</u> .....	24
33.0	<u>TERMINATION FOR DEFAULT</u> .....	24
34.0	<u>TERMINATION FOR CONVENIENCE</u> .....	25
35.0	<u>LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS</u> .....	26
36.0	<u>COUNTY AUDIT SETTLEMENTS</u> .....	26
37.0	<u>NOTICE OF DELAYS</u> .....	27
38.0	<u>CONFLICT OF INTEREST</u> .....	27
39.0	<u>MOST FAVORED PUBLIC ENTITY</u> .....	27
40.0	<u>DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS</u> .....	27
41.0	<u>AUTHORIZATION WARRANTY</u> .....	28
42.0	<u>RESTRICTIONS ON LOBBYING</u> .....	28
42.1	<u>Federal Funds Projects</u> .....	28
42.2	<u>County Projects</u> .....	28
43.0	<u>NOTICES</u> .....	28
44.0	<u>TERMINATION FOR IMPROPER CONSIDERATION</u> .....	29

45.0	<u>COUNTY'S QUALITY ASSURANCE PLAN</u> .....	29
46.0	<u>COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u> .....	30
46.1	<u>Contractor's Warranty Of Adherence To County's Child Support Program</u> .....	30
46.2	<u>Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program</u> .....	30
46.3	<u>Contractor's Acknowledgement Of County's Commitment To Child Support Enforcement</u> .....	30
47.0	<u>CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT</u> .....	31
48.0	<u>NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT</u> .....	31
49.0	<u>CONTRACTOR RESPONSIBILITY AND DEBARMENT</u> .....	31
50.0	<u>ARM'S LENGTH NEGOTIATIONS</u> .....	32
51.0	<u>SURVIVAL</u> .....	32

**EXHIBITS:**

EXHIBIT A - STATEMENT OF WORK  
EXHIBIT B - PRICE SHEET  
EXHIBIT C - CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION



## AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES

### 1.0 PURPOSE

This Agreement is made and entered into by and between, as of the Effective Date, the County of Los Angeles (hereafter "COUNTY"), and DIGITAL BIOMETRICS, INC., a Delaware corporation (hereafter "CONTRACTOR"), for equipment maintenance services with regard to the following (hereinafter the "Recitals"):

- A. WHEREAS, the Los Angeles County (hereinafter "SHERIFF") is charged with the responsibility of providing maintenance for the Criminal Identification livescan fingerprinting equipment;
- B. WHEREAS, the COUNTY does not have the technical staff with the specific skills and expertise necessary to maintain and repair the livescan fingerprinting equipment;
- C. WHEREAS, the COUNTY is authorized by California Government Code, Section 31000 to contract for special services, including the services described herein;
- D. WHEREAS, the funds for this Agreement shall come exclusively from the fund established under California Vehicle Code section 9215.19;
- E. WHEREAS, the Board of Supervisors of Los Angeles County has authorized the RAN Board to expend monies from the County Automated Identification Fund and enter into this Agreement for equipment maintenance services;
- F. WHEREAS, CONTRACTOR shall provide livescan fingerprinting equipment maintenance services as more fully set forth in the Statement of Work, attached hereto as Exhibit A;
- G. WHEREAS, CONTRACTOR has represented that it has the professional skills, technological capabilities, and experience to accomplish the foregoing without interruption of COUNTY's current operations and to provide the services, features, and functionality described in this Agreement and the Exhibits attached hereto;

NOW, THEREFORE, in consideration of the forgoing Recitals, all of which are incorporated as part of this Agreement, CONTRACTOR and COUNTY hereby further agree as follows:



## 2.0 APPLICABLE DOCUMENTS

2.1 This base document, along with Exhibits A, B, C, and D, described below, attached hereto, and incorporated herein by this reference, collectively form and are throughout and hereinafter referred to as the "Agreement."

2.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any task, deliverable, service, and/or other work, and/or otherwise, between and/or among this base document and/or the Exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1. EXHIBIT A - Statement of Work
2. EXHIBIT B - Price Sheet
3. EXHIBIT C - CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
4. EXHIBIT D - CONTRACTOR's EEO Certification

## 3.0 DEFINITIONS

### 3.1 CAL-ID

"Cal-ID" shall mean a system supported by the Department of Justice that was established to provide registration and identification of criminal offenders.

### 3.2 Contract Sum

"Contract Sum" shall mean the maximum monetary amount which may be paid by COUNTY to CONTRACTOR as set forth in Section 9.0 (Contract Sum).

### 3.3 Day(s)

"Day" or "days," whether used with initial capitalization or not, whether singular or plural, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.

### 3.4 Effective Date

"Effective Date" is the date upon which this Agreement comes into full force and effect, which upon execution by the COUNTY's Board of Supervisors shall be

deemed effective as of August 1, 2000.

3.5 LACRIS

"Los Angeles County Regional Identification System (LACRIS) shall mean the an alliance of the LA County Criminal Justice Community responsible for maintaining identification systems and services with the COUNTY.

3.6 RAN Board

"RAN Board" shall mean the Remote Access Network (RAN) Board, which is the governing body for the regional California Identification (CAL-ID) services.

4.0 ADMINISTRATION OF AGREEMENT - COUNTY

4.1 COUNTY's Project Director

4.1.1 COUNTY's Project Director shall be responsible for the overall administration of this Agreement, including keeping and updating all records relating thereto, and for resolving disputes between COUNTY and CONTRACTOR.

4.1.2 COUNTY's Project Director for this Agreement shall be the following person:

Greg Morgon, Lieutenant  
Los Angeles County Sheriff's Department  
Records and Identification Bureau  
12440 E. Imperial Highway, Suite 400 W.  
Norwalk, CA 90650

COUNTY shall notify CONTRACTOR in writing of any change in the name or address of COUNTY's Project Director.

4.2 COUNTY's Project Manager/Task Supervisor

4.2.1 COUNTY's Project Manager shall be responsible for confirming that COUNTY technical standards and task requirements are satisfactorily complied with by CONTRACTOR, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by CONTRACTOR to perform the work hereunder.

4.2.2 COUNTY's Project Manager shall be responsible for coordinating and monitoring the work of CONTRACTOR personnel assigned to this project, and for confirming that this Agreement's objectives are met by CONTRACTOR. COUNTY's Project Manager shall also be responsible for:

A. Monitoring and reporting performance and progress of the project team;

- B. Evaluating CONTRACTOR's technical performance;
- C. Reviewing and approving project tasks, deliverables, services, and other work;
- D. Coordinating with CONTRACTOR's Project Manager, on a regular basis, regarding the performance of CONTRACTOR personnel on each particular task; and
- E. Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

4.2.3 COUNTY's Project Manager has full responsibility for ongoing approval of CONTRACTOR personnel pursuant to Subsection 5.3.1.

4.2.4 COUNTY's Project Manager for this Agreement shall be the following person, or designee:

Larry Bryant, Sergeant  
 Los Angeles County Sheriff's Department  
 Records and Identification Bureau  
 12440 E. Imperial Highway, Suite 400 W.  
 Norwalk, CA 90650

4.3 COUNTY's Project Director and Project Manager are not authorized to make any changes in the Contract Sum, Period of Performance, or in the terms and conditions of this Agreement, except through formally prepared Change Notices and Amendments (See Section 7.0, Change Notices and Amendments).

#### 5.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR:

##### 5.1 CONTRACTOR's Project Director:

5.1.1 CONTRACTOR's Project Director shall be responsible for CONTRACTOR's performance of all its tasks and ensuring CONTRACTOR's compliance with this Agreement.

5.1.2 CONTRACTOR's Project Director shall meet or confer with CONTRACTOR's Project Manager and COUNTY's Project Director on a regular basis.

5.1.3 CONTRACTOR's Project Director for this Agreement shall be the following person, or designee:

Michel Halbouty, Vice President  
 DIGITAL BIOMETRICS, INC.  
 5600 Rowland Road

Minnetonka, Minnesota 55343-4315

Telephone No. (612) 932-0888

Fax No. (612) 932-7181

E-Mail: Mike.halbouty@digitalbiometrics.com

5.2 CONTRACTOR's Project Manager:

5.2.1 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth in Section 5.4 (Reporting by CONTRACTOR). Any issues, problems, or disputes which may arise which cannot be resolved by COUNTY's Project Manager or designee may be reported by CONTRACTOR's Project Manager to COUNTY's Project Director.

5.2.2 CONTRACTOR's Project Manager shall coordinate with COUNTY's Project Manager, or designee, on a regular basis with respect to all work being performed on active tasks and deliverables.

5.2.3 CONTRACTOR shall promptly notify COUNTY (See Section 43) in writing of any change in the name or address of CONTRACTOR's Project Manager.

5.2.4 CONTRACTOR's Project Manager for this Agreement shall be the following person, or designee:

Ron White, Director Regional Services  
DIGITAL BIOMETRICS, INC.  
603 South Milliken - Suite K  
Ontario, California 91761

Telephone No. (909) 605-7737  
Fax No. (909) 605-7739  
E-Mail: DBIWEST@msn.com (Attn: Ron White)

5.3 Approval of CONTRACTOR's Staff

5.3.1 COUNTY's Project Manager has the absolute and ongoing right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager. After approval, COUNTY may disapprove CONTRACTOR staff and may require replacement of such staff upon reasonable cause as determined by COUNTY. Reasonable cause may include, but is not limited to, reasons such as change in project priorities, scope or cost, change in COUNTY policies, need for fewer or different staff, personnel difficulties, performance difficulties, perceived or actual conflicts of interest or other perceived or actual ethical, legal, or non-legal difficulties. CONTRACTOR shall provide

COUNTY with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

5.4 Reporting by CONTRACTOR

5.4.1 To control expenditures and to ensure the proper and timely reporting of all tasks, deliverables, services, and other work provided by CONTRACTOR, CONTRACTOR shall provide COUNTY's Project Manager, unless directed otherwise, with a written report on a monthly basis, as directed by the COUNTY's Project Manager, for all active projects and shall contain the following information:

- A. Overview of the reporting period and including issues resolved;
- B. Services scheduled for the reporting period which were not completed;
- C. Services scheduled for the reporting period which were completed;
- D. Services scheduled to be completed in the next reporting period;
- E. Issues to be resolved;
- F. Any difficulties encountered by CONTRACTOR which could jeopardize the completion of the deliverables within the schedule; and
- G. Any other information, which COUNTY may from time-to-time require.

5.4.2 COUNTY's Project Manager shall monitor status reports. Any unresolved problems shall be reported to COUNTY's Project Director.

6.0 WORK:

6.1 General Obligations of CONTRACTOR:

6.1.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall fully perform, complete and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A (Statement of Work). Unless otherwise agreed in writing, all work shall be performed at work sites specified by COUNTY.

6.1.2 Unless otherwise agreed in writing, such work shall be provided during COUNTY's Working Hours specified in Exhibit A (Statement of Work). Access to COUNTY facilities required by CONTRACTOR at other times shall require advance written notice by CONTRACTOR and authorization by COUNTY's Project Manager.



6.1.3 CONTRACTOR shall be responsible for monitoring and controlling the number of hours worked by CONTRACTOR personnel assigned to the project.

6.1.4 If CONTRACTOR provides any tasks, deliverables, services, or other work, excluding any other work contracted for by the COUNTY, to COUNTY other than those specified in Exhibit A (Statement of Work), and, as originally written or modified under the authority of COUNTY, these shall be gratuitous efforts on the part of CONTRACTOR for which CONTRACTOR shall have no claim whatsoever against COUNTY.

6.2 Replacement of CONTRACTOR Personnel

6.2.1 If CONTRACTOR wishes, or is obliged, to reassign any personnel from this project, CONTRACTOR shall furnish COUNTY's Project Manager with notice of such intention at the earliest possible time, and shall not effect any discretionary reassignment without the advance approval of COUNTY's Project Manager. COUNTY approval shall not be unreasonably withheld. CONTRACTOR will use its best efforts to replace reassigned or terminated employees with at least equally qualified personnel within five (5) business days of such reassignment or termination.

6.2.2 Personnel shall promptly provide COUNTY with resume(s) of proposed replacement(s), and an opportunity to interview such person(s) prior to COUNTY approval.

6.2.3 COUNTY approval of proposed CONTRACTOR personnel may be contingent upon CONTRACTOR personnel passing a COUNTY security check or background investigation due to the sensitive nature of certain COUNTY areas or activities. Unless otherwise specified, all CONTRACTOR and subcontractor personnel requiring access to COUNTY facilities shall be required to pass an annual security and background check.

6.3 Approval of CONTRACTOR's Work

6.3.1 All work performed by, and all invoices submitted by, CONTRACTOR hereunder must receive the written approval of COUNTY's Project Manager, who shall be responsible for a detailed evaluation of CONTRACTOR's performance before approval of work and/or payment of invoices is permitted.

6.3.2 In the event quality/performance deficiencies by CONTRACTOR necessitate disapproval of work, invoices, or time reports by COUNTY's Project Manager, COUNTY may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

#### 6.4 Working Hours

For work at any facility, designated by the COUNTY's Project Manager, CONTRACTOR services shall be provided during Working Hours specified in Exhibit A (Statement of Work), unless emergencies or specifically stated requirements dictate otherwise. CONTRACTOR personnel may be required to work more than forty hours in a given week to complete service requirements, however "overtime" or extra payments shall not be authorized. CONTRACTOR warrants and represents that it is an independent contractor and all personnel are FLSA-exempt professionals.

#### 6.5 Work Locations

If deemed necessary by COUNTY's Project Manager, CONTRACTOR personnel may be asked to work at any location where equipment maintenance services are required for this Agreement.

#### 6.6 COUNTY Furnished Items

COUNTY may, where necessary and with the approval of COUNTY's Project Manager, furnish CONTRACTOR with software, related technical documentation, and use of facilities generally necessary for the work performance. All such items remain COUNTY property.

#### 6.7 Transportation Expenses

CONTRACTOR shall be responsible for all transportation expenses including, but not limited to, all mileage and parking expenses for all of CONTRACTOR's work under this Agreement. CONTRACTOR shall be responsible for, shall maintain approved auto liability insurance for, and shall indemnify COUNTY for, all damages, losses and liabilities in connection with CONTRACTOR personnel operating any vehicle on COUNTY-approved business.

#### 7.0 CHANGES AND AMENDMENTS

##### 7.1 Entire Agreement

This Agreement, as defined in Section 2.0, constitutes the complete and exclusive agreement between the parties, superseding any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement. COUNTY and/or RAN Board reserve the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed writings, as provided under this Section 7.0.

## 7.2 Agreement Changes

- 7.2.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by COUNTY's Project Director and CONTRACTOR's Project Manager.
- 7.2.2 For any change which increases the maximum amount payable, as defined in Subsection 9.1 (General), a negotiated Amendment to this Agreement shall be prepared by COUNTY's Project Director and shall be approved by the RAN Board and the COUNTY Board of Supervisors and shall be executed by the COUNTY Board of Supervisors.
- 7.2.3 For any change which does not affect the scope of work, period of performance, payments, or any rights or obligations of this Agreement, a Change Notice shall be prepared and executed by COUNTY's Project Manager and CONTRACTOR's Project Manager.
- 7.2.4 Notwithstanding any other provisions of this Section 7.0, to the extent that extensions of time for CONTRACTOR performance do not impact either the scope of work or cost of this Agreement, COUNTY's Project Manager or designee may, in his/her sole discretion, grant CONTRACTOR no-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. CONTRACTOR agrees that such extensions shall not change any other term or condition of this Agreement during the period of such extensions.

## 7.3 Facsimile Signatures Acceptable

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on documents prepared pursuant to this Agreement and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up facsimile transmissions of such documents with subsequent, non-facsimile transmission of "original" versions of such documents.

## 8.0 TERM

- 8.1 This Agreement shall be deemed effective on August 1, 2000 (Effective Date) and shall expire at the close of COUNTY business three (3) years thereafter, unless sooner terminated or later extended, in whole or in part, as provided herein.



## 9.0 CONTRACT SUM

### 9.1 General

- A. Notwithstanding any provision to the contrary, either expressly or by implication, the maximum amount payable by COUNTY to CONTRACTOR for performing and providing all tasks, deliverables, goods, services, and/or any other consideration, and any applicable taxes, for the duration of this Agreement, including any extensions thereof, shall not exceed a total of four million, nine hundred thousand dollars (\$4,900,000.00), which is referred to throughout as the "Contract Sum."
- B. Any proposed increase in the Contract Sum must be approved by the RAN Board and the COUNTY Board of Supervisors. All work provided by CONTRACTOR must be approved in writing by COUNTY's Project Manager.
- C. If COUNTY's Project Manager does not approve of any work in writing, no payment shall be due to CONTRACTOR for that work. The CONTRACTOR shall be under no obligation to perform any work that is not approved in writing by the COUNTY's Project Manager.

### 9.2 CONTRACTOR Liability for Taxes

CONTRACTOR shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Agreement or any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Contract Sum.

## 10.0 INVOICES AND PAYMENTS

- 10.1 For providing the tasks, deliverables, services, and other work under this Agreement, CONTRACTOR shall separately invoice COUNTY for each deliverable. Charges for services shall be invoiced, under this Agreement by CONTRACTOR thirty (30) days in arrears. Each invoice shall indicate the following:

- A. The identifying COUNTY number of this Agreement;
- B. Description of the deliverable provided for which payment is claimed;
- C. Description of equipment item maintained, that shall include the model number and serial number;
- D. Beginning and ending dates of the billing period;

E. Copy of written approval of deliverable by COUNTY's Project Manager.

10.2 COUNTY shall not pay CONTRACTOR for any amounts not specified in Exhibit B (Price Sheet).

10.3 All approved invoices under this Agreement shall be submitted to the following address, unless otherwise specifically set forth in writing:

Original to: Sheriff's Project Director  
Greg Morgon, Lieutenant  
Records and Identification Bureau  
12440 East Imperial Highway, Suite 400 W  
Norwalk, California 90650

Copy to: Sheriff's Headquarters  
Fiscal Administration- Special Fund Accounting  
4700 Ramona Boulevard, Room 310  
Monterey Park, California 91754-2169

10.4 Payment for all completed work shall be contingent upon COUNTY's Project Director approval of the copy of an itemized invoice and forwarding of approved invoice copy to Fiscal Administration prior to any payment. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than thirty (30) days following receipt of invoice.

10.5 COUNTY shall not be responsible for invoice payments, if any invoice is received later than sixty (60) days after the date of services.

11.0 PAYMENT PROVISIONS

11.1 The CONTRACTOR will be paid for equipment maintenance services at the rates agreed to and as specified in Exhibit B (Price Sheet).

11.2 The rates for equipment maintenance services set forth in the Exhibit B, (Price Sheet), shall remain fixed during the first 12 months of the Agreement.

11.3 The rates for equipment maintenance services shall be subject to change and may be adjusted annually at the greater of 1) the current year Consumer Price Index (CPI) for Urban Area or 2) 3%, but in no event to exceed a total aggregate increase of 4% per year. In the event that COUNTY fiscal circumstances ultimately prevent the COUNTY Board of Supervisors and/or RAN Board from approving any increase, the Contract Sum shall not include a rate increase.

11.4 COUNTY and CONTRACTOR shall sign a Change Notice, as described in Section 7.2 (Agreement Changes), which in the event of approved rate changes,

appropriately amends the Contract Sum for each such year. COUNTY shall require written notice from CONTRACTOR, to COUNTY's Project Director, at least thirty (30) days prior to July 1 of each successive year of this Agreement, of any and all increases and/or decreases to the rates set forth in Exhibit B (Price Sheet).

- 11.5 The SHERIFF may add or delete equipment items as specified in this Agreement by initiating a Change Notice, as described in Section 7.2 (Agreement Changes).

12.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

CONTRACTOR shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of COUNTY. Any unapproved assignment or delegation shall be null and void. Any payments by COUNTY to any approved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim which CONTRACTOR may have against COUNTY.

13.0 WARRANTY AGAINST CONTINGENT FEES

- 13.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

- 13.2 For breach of this warranty, COUNTY shall have the right to terminate this Agreement and, in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

14.0 INDEPENDENT CONTRACTOR STATUS

- 14.1 This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall function as, and in all respects is, an independent contractor.

- 14.2 CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

- 14.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of workers' compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR hereunder.
- 14.4 CONTRACTOR shall provide to COUNTY an executed CONTRACTOR Employee Acknowledgement, and Confidentiality Agreement (Exhibit C) for each of its employees performing work services under this Agreement. Such Agreements shall be delivered to Records and Identification Bureau, Project Manager, 12440 E. Imperial Highway, Suite No. 400-W, Norwalk, California 90650 on no later than the date each such CONTRACTOR employee first performs work under this Agreement.
- 14.5 The employees and agents of CONTRACTOR, shall, while on the premises of COUNTY, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 15.0 SUBCONTRACTING
- 15.1 COUNTY, in its sole discretion, may permit certain subcontracting, but no requirements of this Agreement may be subcontracted by CONTRACTOR without the advance written approval of COUNTY's Project Director as provided in this Section. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY shall be deemed a material breach of this Agreement, upon which COUNTY may terminate or suspend this Agreement.
- 15.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide in writing the following information to COUNTY:
- A. A description of the work to be performed by the subcontractor;
  - B. A draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a COUNTY-approved subcontract (subcontract provisions will be supplied upon request); and
  - C. Other pertinent information and/or certifications requested by COUNTY.
- 15.3 CONTRACTOR shall indemnify, defend, and hold COUNTY harmless with respect to any and all liability of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

- 15.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those which CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.
- 15.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 15.6 COUNTY's Project Manager is authorized to act for and on behalf of COUNTY with respect to approval of any subcontracting and subcontractor employees.
- 15.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.
- 15.8 CONTRACTOR shall deliver to COUNTY's Project Director a fully executed copy of each subcontract entered into by CONTRACTOR before any work may be performed under such subcontract.
- 15.9 CONTRACTOR shall obtain both of the following from each approved subcontractor:
- A. An executed CONTRACTOR Employee Acknowledgement and Confidentiality Agreement (see Exhibit C) for each subcontractor employee approved to perform work hereunder, and
  - B. Certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required of CONTRACTOR under Section 17 (Insurance Coverage Requirements).
- 15.10 CONTRACTOR shall ensure delivery of all such documents to COUNTY's project Director before any subcontractor employee may perform any work hereunder.

16.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

16.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.



## 16.2 General Insurance Requirements

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

### 16.2.a Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County of Los Angeles Sheriff's Department, 4700 Ramona Boulevard, Monterey Park, California 91754, Attention: Mr. Tom Harwood, Contract Administration Unit, Room 324 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement,
- (2) Clearly evidence all coverages required in this Agreement,
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance,
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement, and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### 16.2.b Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.



- (2) Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

17.0 INSURANCE COVERAGE REQUIREMENTS

- 17.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 17.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto".

- 17.3 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

18.0 RECORDS AND AUDITS

- 18.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards, and other employment records, and proprietary data and information,

shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of four years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

18.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

18.3 Failure on the part of CONTRACTOR to comply with the provisions of this Section 18.0 (Rewards and Audits) shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.

19.0 PUBLICITY

CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement, with the following conditions:

- A. CONTRACTOR shall develop all publicity material in a professional manner.
- B. During the term of this Agreement, CONTRACTOR shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent, and approval by COUNTY may be assumed in the event no adverse comments are received in writing within two weeks after submittal of written request for such consent.
- C. CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 19.0 shall apply.

20.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

20.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including but not limited to any demand, claim, action, proceeding, damage, fee, cost, and/or expense, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR's work under this Agreement. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support CONTRACTOR's defense and settlement thereof.

20.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

- A. Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- B. Replace the questioned equipment, part, or software product with a non-questioned item; or
- C. Modify the questioned equipment, part, or software so that it is free of claims.

20.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based solely upon a use of the questioned product, either alone or in combination with other items not supplied by CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

21.0 WARRANTIES

21.1 CONTRACTOR warrants it shall promptly correct any and all defects, errors or omissions in the tasks, deliverables, services, and other work provided pursuant to this Agreement. The correction of all such defects, errors or omissions shall be at no cost to COUNTY.

21.2 CONTRACTOR further warrants that:

- A. CONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement;

- B. All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel. Time is of the essence for CONTRACTOR's performance under this Agreement;
- C. All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry; and
- D. All hardware/software components that may be provided under this Agreement for maintenance services shall perform according to the requirements set forth in the Statement of Work and in the documentation produced pursuant thereto and shall be Year 2000 compliant.

21.3 CONTRACTOR further warrants that all materials, documentation, software, equipment, and/or workmanship provided by CONTRACTOR shall be warranted for a period of ninety (90) days following acceptance by the COUNTY. During the warranty period CONTRACTOR shall provide maintenance and repair services, including equipment replacement, at no cost to the COUNTY. CONTRACTOR shall respond to trouble calls within four (4) hours, including onsite assistance as deemed necessary by the COUNTY, seven (7) days per week for that equipment designated as being covered by 24/7 maintenance service. CONTRACTOR shall respond to trouble calls within four (4) hours, including onsite assistance as deemed necessary by the COUNTY, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday unless service period is on a COUNTY observed Holiday in which case a response for service shall be made on the next Business Day for that equipment designated as being covered under the 9/5 maintenance service.

## 22.0 COMPLIANCE WITH APPLICABLE LAW

22.1 CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

22.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including but not limited to any damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

## 23.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from any and all liability, including,



but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, FLSA, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

24.0 NONDISCRIMINATION IN EMPLOYMENT

24.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

24.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D (CONTRACTOR'S EEO Certification).

24.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

24.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

24.5 CONTRACTOR certifies that it is in compliance with all federal, state, and local laws, including, but not limited to:

- A. Title VI, Civil Rights Act of 1964;
- B. Section 504, Rehabilitation Act of 1973;
- C. Age Discrimination Act of 1975;
- D. Title IX, Education Amendments of 1973, as applicable; and
- E. Title 43, Part 17, Code of Federal Regulations, Subparts A & B

and that CONTRACTOR shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

24.6 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 24.0 when so requested by COUNTY.

24.7 If any of the provisions of this Section 24.0 is violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

24.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5000) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from and against any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

26.0 CAPTIONS AND SECTION HEADINGS

Captions and Section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

27.0 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.



28.0 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

29.0 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement shall be materially impaired thereby.

30.0 CONTRACTOR HIRING

30.1 Consideration of Hiring COUNTY Employees

Should CONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the term of this Agreement.

30.2 Prohibition Against Inducement or Persuasion

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

31.0 TERMINATION FOR GRATUITIES

COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Agreement upon one day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by

CONTRACTOR.

32.0 TERMINATION FOR INSOLVENCY

- 32.1 COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following events of insolvency:
- A. If CONTRACTOR has ceased to pay its debts for at least sixty days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of such laws;
  - B. The filing of a voluntary or involuntary petition the Federal Bankruptcy Code with CONTRACTOR as debtor thereunder;
  - C. - The appointment of a Receiver or Trustee for CONTRACTOR; or
  - D. The execution by CONTRACTOR of a general assignment for the benefit of creditors.
- 32.2 The rights and remedies of COUNTY provided in this Section 32.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33.0 TERMINATION FOR DEFAULT

- 33.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement if, in the judgment of COUNTY's Project Director:
- A. CONTRACTOR has materially breached this Agreement as elsewhere provided herein; or
  - B. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
  - C. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.
- 33.2 In the event that COUNTY terminates this Agreement in whole or in part as provided in Subsection 33.1, COUNTY may procure, upon commercially reasonable terms consistent with COUNTY procurement policies, goods and/or services comparable to those so terminated, and CONTRACTOR shall be liable

to COUNTY for any and all excess costs (i.e., reprocurement, project delay, higher CONTRACTOR prices, etc.) incurred by COUNTY, as determined by COUNTY, for acquiring such comparable goods and/or services. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 33.0.

- 33.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any excess costs of the type identified in Subsection 33.2 if its failure to perform under this Agreement arises from force majeure, i.e., causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes include, but are not necessarily limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subsection 33.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 33.4 If, after COUNTY has given notice of termination under the provisions of this Section 33.0, it is determined by COUNTY that CONTRACTOR was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 34.0 (Termination for Convenience).
- 33.5 The rights and remedies of COUNTY provided in this Section 33.0 are non-exclusive and cumulative with all other rights and/or remedies elsewhere in this Agreement, at law, and/or in equity.
- 34.0 TERMINATION FOR CONVENIENCE
- 34.1 The COUNTY may terminate this Agreement, in whole, when such action is deemed by COUNTY to be in its best interest. Termination of work hereunder shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than ten days after the notice is sent.

34.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- A. Stop work under this Agreement, as identified in such notice, on the date and to the extent specified;
- B. Transfer title and deliver to COUNTY all completed work and work in process.

34.3 For a period of five (5) years after final settlement under this Agreement, CONTRACTOR shall make available to COUNTY, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

35.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall in no way, be obligated for CONTRACTOR's performance hereunder, or otherwise, unless and until (1) sufficient funds are made available from and transferred to the COUNTY from the fund established under California Vehicle Code section 9215.19, (2) the RAN Board approves, authorizes, commits, and provides to the COUNTY funding from the vehicle registration funding under California Vehicle Code section 9215.19, and (3) the COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY's budget. In the event of insufficient funds, then this Agreement is subject to partial or full termination by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such funding limitation at the earliest possible date.

36.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY SHERIFF, deducted from any amounts due to CONTRACTOR from COUNTY. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment.



37.0 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party obtains knowledge of any situation potentially delaying the timely performance of this Agreement, that party shall, within two working days, give notice thereof, including all relevant information with respect thereto, to the other party's responsible project person.

38.0 CONFLICT OF INTEREST

38.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, CONTRACTOR, may in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to influence COUNTY's approval or ongoing evaluation of such work.

38.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 38.0 shall be a material breach of this Agreement.

39.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY.

40.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

40.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees, subcontractors or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty days after the occurrence.

40.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

41.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person(s) executing this Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

42.0 RESTRICTIONS ON LOBBYING

42.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of CONTRACTOR's services under this Agreement, CONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

42.2 County Projects

CONTRACTOR, and each County lobbyist or County lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

43.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or sent by prepaid first-class certified mail to the offices below. Addressees may be changed by either party upon ten days prior written notice. COUNTY's Project Director may issue all notices or demands, which are required or permitted by COUNTY under this Agreement.



Notices to COUNTY shall be sent as follows:

Sheriff's Project Director  
Greg Morgon, Lieutenant  
Records and Identification Bureau  
12440 East Imperial Highway, Suite 400 W  
Norwalk, California 90650

Notices to CONTRACTOR shall be sent as follows:

Michel R. Halbouty  
DIGITAL BIOMETRICS, INC.  
5600 Rowland Road  
Minnetonka, Minnesota 55343-4315

44.0 TERMINATION FOR IMPROPER CONSIDERATION

44.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

44.2 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement in whole or in part, or

impose other penalties as specified in this Agreement.

46.0 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

46.1 Contractor's Warranty Of Adherence To County's Child Support Compliance Program

46.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

46.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

46.2 Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 46.0 (CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM) shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Section 33.0 (TERMINATION FOR DEFAULT.)

46.3 Contractor's Acknowledgment Of County's Commitment To Child Support Enforcement

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster

to be used.

47.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

48.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

49.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

49.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

49.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

49.3 The COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

49.3.1 Violated any term of a contract with the County;

49.3.2 Committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on the same;

- 49.3.3 Committed an act or offense which indicates a lack of business integrity or business honesty, or
- 49.3.4 Made or submitted a false claim against the COUNTY or any other public entity.
- 49.4 If there is evidence that the CONTRACTOR may be subject to debarment, the SHERIFF will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 49.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- 49.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 49.7 These terms shall also apply to subcontractors of the COUNTY Contractors.

50.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of COUNTY's competitive procurement and an arm's length response and negotiations between CONTRACTOR and COUNTY, during which each party has had an opportunity to receive advice from independent legal counsel of its choosing. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

51.0 SURVIVAL

The following provisions of this Agreement shall survive its expiration or termination for any reason: Subsection 15.3 (Subcontracting Indemnity), Section 16.0 (Indemnification and Insurance), Section 19.0 (Publicity), Section 20.0 (Patent, Copyright and Trade Secret Indemnification), Subsection 22.2 (Compliance with Applicable Laws Indemnity), Section 23.0 (Fair Labor Standards), Section 28.0 (Governing Law, Jurisdiction and Venue).

# AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

VIOLET VARONA-LUKENS

Executive Officer

Clerk of the Board of Supervisors

By: *Janice E. Smith*

Deputy

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer-Clerk of  
Board of Supervisors

By: *Janice E. Smith*

Deputy



THE COUNTY OF LOS ANGELES

By: *Glenn Thibodeau*

Chair, Board of Supervisors

DIGITAL BIOMETRICS, INC.,  
a Delaware Corporation

By: *[Signature]*

Name: MICHEL MALBOLTY

Title: V.P. OPERATIONS

APPROVED AS TO FORM:

LLOYD W. PELLMAN

County Counsel

By: *[Signature]*

John L. Geiger

Deputy County Counsel

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

97

AUG 29 2000

*Violet Varona-Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER



**EXHIBIT A  
STATEMENT OF WORK**

**EQUIPMENT MAINTENANCE SERVICES**

**1.0 Maintenance Services Requirements**

- 1.1 Under this Agreement, the Contractor shall be responsible for the Remedial and Preventive Maintenance of all the equipment and components of live-scan equipment listed in Exhibit B – Maintenance Price Schedule.
- 1.2 The Contractor must provide a Remedial and Preventive Maintenance schedule to County Sheriff's Department Project Manager for each site within ten (10) days of the "Effective Date" of this Agreement.

**2.0 Self Diagnostic Capability**

The Contractor shall provide a self-diagnostic capability for each live scan device, whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator and/or remotely initiated diagnostics performed by the Contractor's representative at the request of the operator.

**3.0 Remedial Maintenance Service Requirements**

The Contractor shall provide Remedial Maintenance on a 24/7 (24 hours per day/7 days per week) or on a 9/5 (9 hours per day/5 days per week) basis in accordance with the requirements of the specific location. Remedial Maintenance is defined as the lubrication, adjustment, and replacement of parts required to restore Equipment to good operating condition as per Manufacturer's Specification. Maintenance Services not covered by this Agreement include: (a) maintenance, repair or replacement of parts resulting from general environmental conditions, catastrophe or acts of God, accident, neglect, misuse, fault or negligence of Customer, or causes external to the Equipment such as, but not limited to, failure of or faulty electric power or air conditioning or Customer's network or any causes other than ordinary use; (b) service and repair of accessories, apparatus, attachments or any other devices not identified in the Addendum; (c) service and repair of accessories, apparatus, attachments or any other devices identified in the Addendum which has been repaired, modified or altered in any manner by parties other than DBI. *Note: If persons other than DBI Field Engineers repair, modify or perform any service on any item of Equipment covered by this Agreement, then, as a result thereof, any future service on said Equipment by DBI will be performed at applicable per call rates and terms then in effect.* (d) specification changes, modifications or alterations in or to the Equipment or any accessories, apparatus attachment, or other devices; (e) furnishing supplies; (f) rebuilding, refurbishing or overhauling Equipment; (g) installation and/or removal services; except those installation and/or removal services associated with



the maintenance being performed under the terms of this Agreement; (h) waiting time (Time spent waiting to service the equipment if the site will not allow DBI Field Service Engineer access to the equipment.).

**3.1 24/7 Service:**

The Contractor shall provide 24/7 Remedial Maintenance Service, which ensures that a live-scan device or attached printer will not be out of service for more than eight continuous hours. If a device/printer is out of service for eight continuous hours the Contractor shall, by the end of the eighth hour, replace the defective device/printer until the defective device has been fully repaired.

**3.2 9/5 Service**

The Contractor shall provide 9/5 Remedial Maintenance Service, which ensures that a live-scan device or attached printer will not be out of service for more than one business day. If a device/printer is out of service for one business day the Contractor shall, by the end of the next business day, replace the defective device/printer until the defective device has been fully repaired.

**4.0 Preventive Maintenance Service Requirements**

The Contractor shall provide Preventive Maintenance service that is consistent with the level of required Remedial Maintenance for a specific location. Preventive Maintenance shall be performed within two hours. The scheduling of Preventive Maintenance services shall be at a time mutually agreed upon by the County Project Manager and the Contractor Project Manager.

**4.1 For sites with 24/7 Remedial Maintenance:**

Due to the high usage, Preventive Maintenance will be performed on a monthly basis.

**4.2 For sites with 9/5 Remedial Maintenance:**

Due to lesser usage, Preventive Maintenance will be performed on a quarterly bi-monthly basis.

**5.0 Depot Maintenance**

The Contractor shall provide a depot maintenance (swap-out) capability whereby a faulty piece of equipment would be exchanged for an operable piece of equipment in the event that the repair cannot be completed in the maximum allowable downtime as defined in Sections 3.0 and 4.0.

**6.0 Tasks and Deliverables**

**Task 1.0 Remedial Maintenance Plan and Schedule Document**

The Contractor shall prepare and present to the County's Sheriff's Department Project Manager an ongoing Remedial Maintenance plan and schedule document within ten (10) days of the "Effective Date" of this Agreement. This maintenance plan and schedule document shall outline remedial maintenance to be performed on all the components of the live-scan system, as outlined in Section 3.0 (Remedial Maintenance Service Requirements).

**Deliverable 1.0**

As Deliverable 1.0, the Contractor shall prepare and present a Remedial Maintenance plan and schedule to the County as fully described in Task 1.0.

**Task 2.0      Preventive Maintenance Plan and Schedule Document**

The Contractor shall prepare and present to the County's Sheriff's Department project Manager an ongoing Preventive Maintenance plan and schedule document within ten (10) days of the "Effective Date" of this Agreement. This maintenance plan and schedule document shall outline preventive maintenance to be performed on all the components of the live-scan system, as outlined in Section 4.0 (Preventive Maintenance Service Requirements).

**Deliverable 2.0**

As Deliverable 2.0, the Contractor shall prepare and present a Preventive Maintenance plan and schedule to the County as fully described in Task 2.0.

**Task 3.0      Provide Ongoing Maintenance**

The Contractor shall provide ongoing Remedial and Preventive Maintenance, in accordance with the specific site requirements as outlined in Sections 3.0 and 4.0.

**Deliverable 3.0**

As Deliverable 3.0, the Contractor shall provide ongoing Remedial and Preventive Maintenance to the County as fully described in Task 3.0.

**- END -**

LOS ANGELES COUNTY  
EQUIPMENT MAINTENANCE SERVICES AGREEMENT

**MAINTENANCE PRICE SHEET\***  
**AUGUST 1, 2000 - JULY 30, 2001**

		24/7	9/5	PM	Frequency	QTYRM	QTYPM	RM	PM	TOTAL
		RM Rate	RM Rate	Rate						
TENPRINTER	1133S	\$ 236	\$ 213	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
TENPRINTER	1133S	\$ 27	\$ 20	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
TP Card s/w Application	M102	\$ 249	\$ 223	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
TP Card s/w Application	M102	\$ 17	\$ 13	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
CMS	1133H	\$ 249	\$ 223	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
CMS	1133H	\$ 27	\$ 20	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
WSQ Compression	M105	\$ 17	\$ 13	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
WSQ Compression	M105	\$ 20	\$ 17	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
Slap To Roll Matching	M107	\$ 60	\$ 53	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
Slap To Roll Matching	M107	\$ 13	\$ 10	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
Double Sided Ptr	5702LD	\$ 57	\$ 47	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
Double Sided Ptr	5702LD	\$ 83	\$ 63	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
ACMS Interface s/w	11951-SW-LAC	\$ 17	\$ 13	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
ACMS Interface s/w	11951-SW-LAC	\$ 20	\$ 17	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
LSI Demog Interface s/w	11803-00	\$ 57	\$ 47	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
LSI Demog Interface s/w	11803-00	\$ 83	\$ 63	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
Mugshot Capture	1133S-PI2	\$ 17	\$ 13	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
Mugshot Capture	1133S-PI2	\$ 20	\$ 17	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
Uninterruptable P/S	11921	\$ 17	\$ 13	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
Uninterruptable P/S	11921	\$ 20	\$ 17	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
Uninterruptable P/S (H)	11920	\$ 17	\$ 13	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
Uninterruptable P/S (H)	11920	\$ 20	\$ 17	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
Store & Forward	2103-3	\$ 332	\$ 283	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
Store & Forward	2103-3	\$ 133	\$ 120	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
ACMS	11951-LAC	\$ 70	\$ 63	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
ACMS	11951-LAC	\$ 50	\$ 43	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
Network Printer	5702LD-1	\$ 50	\$ 43	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
Network Printer	5702LD-1	\$ 63	\$ 57	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
Network Manager	2101L	\$ 63	\$ 57	\$ 80	12	101	101	\$ 23,836	\$ 8,080	\$ 31,916
Network Manager	2101L	\$ 2184	\$ 184	\$ 80	6	50	50	\$ 10,650	\$ 2,000	\$ 12,650
SAF Edit Terminal	2184	\$ 2184	\$ 184	\$ 80	12	101	101	\$ 2,727	-	\$ 2,727
SAF Edit Terminal	2184	\$ 2184	\$ 184	\$ 80	6	50	50	\$ 1,000	-	\$ 1,000
TOTAL MONTHLY MAINTENANCE										

\* Based Upon 07/01/00 Installed Base. Additional units of Listed Products to be added at same RM/PM Rate.

Additional units of Non-Listed Product(s) to be added at same discount from Remedial Maintenance (RM)/ Preventive Maintenance (PM) Price.

## EXHIBIT C

### CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME  
CONTRACTOR/EMPLOYER NAME  
L.A. COUNTY CONTRACT NUMBER

EQUIPMENT MAINTENANCE SERVICES  
DIGITAL BIOMETRICS, INC

#### GENERAL INFORMATION:

Your employer referenced above has entered into the Contract referenced above with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

#### EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

#### CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to confidential proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

EXHIBIT C

CONTRACTOR EMPLOYEE  
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(CONTINUED)

PROJECT NAME

CONTRACTOR/EMPLOYER NAME

L.A. COUNTY CONTRACT NUMBER

EQUIPMENT MAINTENANCE SERVICES  
DIGITAL BIOMETRICS, INC

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created, or provided to or by me as related to the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME: \_\_\_\_\_  
(Print)

POSITION: \_\_\_\_\_



## EXHIBIT D

### CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR's Name

Digital Biometrics, Inc.

Address

5600 Rowland Road, Minnetonka, Minnesota 55343-4315

Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the above-referenced contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S CERTIFICATION

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.   | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

Name and title of signer

Signature

Date